

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12,17,23,24 & 30

1. REQUISITION NUMBER

5000019003

PAGE 1 OF

18

2. CONTRACT NO.

3.AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

1254-06

6. SOLICITATION ISSUE DATE

08/08/2006

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Nancy J. Keeler

b. TELEPHONE NUMBER (No collect calls)

734-439-1511

8. OFFER DUE DT/LOCAL TIME

2:00PM

9. ISSUED BY

CODE

Coleman Systems Furniture
UNICOR FPI Coleman
Coleman, FL 33521

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE 0 % FOR☐ SMALL BUSINESS☐ SMALL DISADV.BUSINESS☐ 8(A)

SIC:

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

UNICOR FPI Coleman
846 NE 54th Terrace
COLEMAN, FL 33521
USA

16. ADMINISTERED BY

CODE

Coleman Systems Furniture
UNICOR FPI Coleman
Coleman, FL 33521

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-
-
-, DC

TELEPHONE NO. TIN:

RFQ: 6200004759

18a. PAYMENT WILL BE MADE BY

CODE

UNICOR FPI Central Acct Payable
P. O. Box 4000
BUTNER, NC 27509-4000,
USA☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐ SEE ADDENDUM

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

See Section B

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
☒ FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE _____
OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
☒ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED
08/10/2006

Nancy J. Keeler 734-439-1511

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

☐ PARTIAL☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Request For Quote

Terms of delivery: DST

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	HM1963C	111,600.000	OZ			5000019003	
	HOT-MELT-GLUE-CRECENDO-TILE						

Molten Gardner color - 10
180 Degree Peel (60 SEC/75F, 1MIL) -4.71 1lb-mass/in
Shelf Life-365 days
500 GMS/IN2 Load-159 Degrees Fahrenheit
Viscosity @350F (21/20/350F) -1.800 CP

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FN1254-06

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Federal Prison Industries (FPI), which operates under the trade name UNICOR, is a wholly-owned Government Corporation within the Department of Justice, under the Federal Prison System. The Corporation was created by Congress in 1934, and provides employment, education, and training opportunities to inmates under Federal custody. UNICOR, operates approximately 99 factories in over 64 locations. Its production lines are extensive and includes over 250 different products and services sold to other Federal Agencies and the Department of Defense.

GENERAL INTENTION: It is the intent of this solicitation to result in a Five (5) year Firm Fixed Price Requirements Type Contract for Hot Melt Glue to be delivered FOB Destination FCC Coleman, Florida.

The following information pertains to the Standard Form 1449 Solicitation:

OMB 1103-0018 Expires 02/29/2007

The offer acceptance period is 60 calendar days.

Block 25, Funds (15X4500) will be obligated by each delivery order and not by the contract itself.

Block 31b, Nancy Keeler, Contract Specialist

Notes:

Descriptive Literature:

OFFERORS ARE REQUIRED TO PROVIDE MSDS SHEETS WITH THEIR PROPOSALS FOR THE PRODUCT THAT THEY ARE OFFERING.

Place of Delivery - FCC Coleman, Florida

F.O.B. Destination (Which shall include transportation charges).

Offerors may fax proposals to 734-439-8759.

Original proposal shall be received within 2 days of offer closing date.

All solicitations (also future procurement) and any other information (amendments, etc) may be obtained through UNICOR's web page at www.unicor.gov or febdbizops.

Questions regarding this requirement shall be addressed in writing to Nancy Keeler at nancy@centraq1.unicor.gov offerors must complete the following information to be considered for award:

CCR Registration

ACH Form

Section B#Provide pricing for all line items

Section K#(ORCA) On Line Representations and Certifications

Section L # Business Management Questionnaire

Delivery is Seven (7)days after receipt of each delivery order.

NOTE: UNICOR may add other factories to contract at a later date through a modification to the awarded contract.

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SECTION D - PACKAGING AND MARKING

D.1 FPI 1000D PACKAGING AND MARKING

Supplement: LCL APPR

Preservation, packaging, and marking for all items covered by this contract shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contract number should be on or adjacent to the exterior shipping label. Each package received must be marked for type and quantity. A Certificate of Conformance must accompany each shipment. ALL SHIPMENTS RECEIVED WITHOUT A CERTIFICATE OF CONFORMANCE (COC) WILL BE NOT BE PROCESSED FOR PAYMENT UNTIL A COC IS PROVIDED.

All shipments should be labeled as follows:

- a. Vendor name
- b. Purchase Order number and/or Contract number
- c. Item description
- d. Item quantity and weight
- e. Other pertinent information

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-2 Inspection of Supplies Fixed Price AUG 1996

E.2 52.246-16 Responsibility for Supplies. APR 1984

E.3 52.247-34 F.o.b. Destination. NOV 1991

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FPI 1000F1 DELIVERY ORDER

Supplement: LCL APPR

Orders shall customarily be made by phone, with subsequent written confirmation containing the following information:

- a. Date of order
- b. Contract number and order number
- c. Item number and description, quantity, and unit price
- d. Delivery or performance date
- e. Place of delivery
- f. Shipping instructions
- g. Accounting data
- h. Any other pertinent information

Delivery shall be Seven (7) days after receipt of each delivery order. The period of performance for this contract will be from the date of award through Five (5) years thereafter.

F.2 FPI 1000F2 TIME OF DELIVERY/DELIVERY SCHEDULE

Supplement: LCL APPR

16.505(a) and the clause located in FAR 52.216-18 entitled "Ordering" and included in Section I, of this contract, any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals listed below:

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Delivery Hours are as follows: Pickup must be performed between the hours of 7:30 am to 2:30 pm unless otherwise specified Monday through Friday, notwithstanding emergencies and Federal holidays.

F.3 52.211-11 Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)

F.4 52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

+/- 0%

This increase or decrease shall apply to each delivery order.

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as -

(1) The total contract quantity;

(2) Item 1 only;

(3) Each quantity specified in the delivery schedule;

(4) The total item quantity for each destination; or

(5) The total quantity of each item without regard to destination.

F.5 FPI 1000F1 DELIVERY ORDER

Supplement: LCL APPR

Orders shall customarily be made by phone or fax with subsequent written confirmation containing the following information:

- a. Date of order
- b. Contract number and order number
- c. Item number and description, quantity, and unit price
- d. Delivery or performance date
- e. Place of delivery
- f. Shipping instructions
- g. Accounting data
- h. Any other pertinent information

Delivery shall be Seven (7)days after receipt of each delivery order. The period of performance for this contract will be from the date of award through Five (5)years thereafter.

F.6 FPI 1000F2 TIME OF DELIVERY/DELIVERY SCHEDULE

Supplement: LCL APPR

16.505(a) and the clause located in FAR 52.216-18 entitled "Ordering" and included in Section I, of this contract, any

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supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals listed below:

Unicor, Federal Prison Industries, 846 NE 54th Terrace Coleman, Florida 33521

DELIVERY HOURS: Normal delivery hours are as follows: 7:30am 3:00pm through Friday, notwithstanding emergencies and Federal holidays.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)
Supplement: LCL APPR

(a) Tad Schnauffer, Factory Manager

(b) The COTR is responsible, as applicable, for: receiving all deliverable's, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by:

UNICOR, Federal Prison Industries

4002 E. Arkona Road

Milan, MI 48160

ATTN: Nancy Keeler, 734-439-1511 Ext. 3772

Written communications shall make reference to the contract number and shall be mailed to the above address.

ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit ZIP code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

(a) Payee Name (Contractor): _____

(b) Check Remittance Address:

Any questions or problems regarding payment should be directed to the Business Manager at the following locations:

UNICOR FPI Central Acct. Payable

PO Box 4000

Butner, NC 27509-4000

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FPI 1000HI ECONOMIC PRICE ADJUSTMENT Supplement: LCL APPR

Twelve (12) months after contract award date, contract prices for the succeeding Twelve (12) months period may be adjusted in accordance with the change in the (Indices) i.e. Producer Price Index, Adhesive (PCU 325520325520) from the date of award to the date of adjustment. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.

Adjustments may be requested for a period not to exceed 30 days after the eligible adjustment date. Requests that are made after the 30-day limit will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the contracting officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the contracting officer will be the effective date of any changes in price.

The contractor also is required to request downward price adjustments. All downward adjustments will be retroactive to the authorized adjustment date as specified in this clause. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made.

In computing any contract price adjustment, the most recently published index as of the date of award will be compared to the most recently published index as of the date of adjustment. No adjustment shall be made if the referenced change is less than 2%. Total upward adjustment for the contract period, including any option periods, are (negotiable), based on the original or option period contract price; downward adjustments are not limited. Indices are available from the Bureau of Labor Statistics, 600 E Street N.W., Washington, DC 20212, telephone 202-691-7705.

H.2 FPI 1000H2 YEAR 2000 WARRANTY Supplement: LCL APPR

The Contractor represents that the following warranty applies to products licensed under this contract/order/BPA:

The Contractor warrants that the products provided under this contract/order/BPA shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the manufacturer's standard commercial warranty or warranties contained in this contract or the applicable End User License Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation by the Contractor to repair or replace any such product whose non-compliance is discovered and made known to the contractor in writing at any time prior to June 1, 2000 or for a period of six months following acceptance, whichever is the later date. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract.

This warranty shall not apply to products that do not require the processing of date/time data in order to function as specified in this contract/order/BPA.

SECTION I - CONTRACT CLAUSES

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I.1 52.212-4 Contract Terms and Conditions - Commercial Items. MAY 2001

I.2 52.216-21 Requirements (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum. In the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days after contract expiration.

I.3 52.223-11 Ozone-Depleting Substances. (MAY 2001)

(a) Definition. #Ozone-depleting substance,# as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) [[]], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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☐ The Contractor shall insert the name of the substance(s).

I.4 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999)

I.5 52.253-1 Computer Generated Forms. JAN 1991

I.6 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) ☐ Alternate I of 52.219-23.

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

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☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

☒ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

I.7 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through Five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of

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conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 52.244-6 Subcontracts for Commercial Items. (MAY 2001)

(a) Definitions. As used in this clause--

Commercial item. has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract. includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.9 52.233 Disputes (July 2002) (DEVIATION)

(a) This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C.601

(b) All disputes arising under or relating to this contract shall be resolved under this clause.

(c) A claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the submission and certification requirements of this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

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(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: AI certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor. @

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For the Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals to the Chief, Procurement Branch, UNICOR, Federal Prison Industries within 90 days of the date of the Contractor's receipt of the adverse decision. The decision of the Chief, Procurement Branch on a Contractor's appeal will be final.

(g) Within 10 days of the Contractor's receipt of an adverse Contracting Officer's decision on a claim, the Contractor may request, and Federal Prison Industries will participate in, non alternative dispute resolution (ADR) by means mutually acceptable to the parties. Any ADR shall be completed within 60 days of the Contractor's request, unless the parties agree to a longer period. A Contractor's request for, and participation in, ADR will not toll the 90 day time limit within which to appeal an adverse Contracting Officer's decision to the Chief, Procurement Branch.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having a defective certification, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.10 52.216-19 Order Limitations. (OCT 1995)

a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Sixty (60) boxes the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b) Maximum order. The Contractor is not obligated to honor, Maximum delivery order in the amount of 200 boxes.

(c) Any order for a combination of items in excess of and the combination delivery order quantity and the combination delivery in the amount of 200 boxes.

A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

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Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(c) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.11 52.202-1 Definitions

I.12 52.203-5 Covenant Against Contingency Fees

I.13 52.203-7 Anti-Kickback Procedures

I.14 52.211-5 Material Requirements

I.15 52.216-24 Limitation of Government Liability

I.16 52.216-25 Contract Definitization

SECTION J # ATTACHMENTS

MSDS Sheet For Hot Glue that is being used at this time.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) will require the use of the Online Representations and Certifications Application (ORCA) in Federal solicitations as a part of the proposal submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the FAR required representations and certifications previously found in solicitations. With ORCA, you now have the ability to enter and maintain your representation and certification information, at your convenience, via the Internet at <http://orca.bpn.gov>. In addition, rather than receiving and reviewing paper submissions, government contracting officials can access ORCA and review your information online as a part of the proposal evaluation process. You will no longer have to submit representations and certifications completed in ORCA with each offer. Instead, a solicitation will contain a single provision that will allow you to either certify that all of your representations and certifications in ORCA are current, complete and accurate as of the date of your signature, or list any changes. Although architect-engineer firms can voluntarily submit the Standard Form (SF) 330 Part II through ORCA, they still must submit this form to each agency for which it wants to be considered for projects that are not publicly announced. To prepare for this requirement and to register in ORCA, you will need to have two items: an active Central Contractor Registration (CCR) record and a Marketing Partner Identification Number (MPIN) identified in that CCR record. Your DUNS number and MPIN act as your companys ID and password into ORCA. (Visit www.ccr.gov for more information on creating and entering your MPIN). The basic information provided in your CCR record is used to pre-populate a number of fields in ORCA. Vendors are reminded to protect their MPIN from unauthorized use. Once in ORCA you will be asked to review pertinent information pre-populated from CCR, provide a point of contact, and answer a questionnaire that contains up to 26 questions. The questionnaire is to help you gather information you need for the clauses. The questionnaire is not the official version. Be sure to read the provisions carefully. The answers you provide are then automatically entered into the actual FAR provisions. You are required to review your information, as inserted, in context of the full-text provisions for accuracy; acknowledge three additional readonly provisions; and click a time/date stamp before final submission. You will need to review and/or update your ORCA record when necessary, but at least annually in order to maintain its active status. Detailed information regarding ORCA, how to submit your record, and whom to call for assistance can be found on ORCAs homepage at <http://orca.bpn.gov> under Help. Thank you,

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Teresa Sorrenti IAE Program Manager Integrated Acquisition Environment

2011 Crystal Drive, Crystal Park 1, Suite 911, Arlington, VA 22202 , Tel. 703-872-8600 Fax 703-872-8598, email
integrated.acquisition@gsa.gov | http://egov.gsa.gov

If you have already registered in the ORCA database, please complete information below and return with written proposal.

Certification that all of your representations and certifications in ORCA are current.

Reps and Certs Data is complete and accurate as of

Date: _____

Signature _____

Changes: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.212-1 Instructions to Offerors--Commercial Items. OCT 2000

L.2 52.215-5 Facsimile Proposals. (OCT 1997)

(a) Definition. #Facsimile proposal,# as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (734)439-8759

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 FPI 999.999-9 BUSINESS MANAGEMENT QUESTIONNAIRE

Supplement: LCL APPR

INSTRUCTIONS: Offerors will identify previous federal, state, local government and private contracts, which they are currently performing on or have performed on and that are similar in scope to the requirement being evaluated. (List at least three (3) and no more than five (5) contracts for evaluation. References provided shall be for contracts performed within the past three (3) to five (5) years. All references provided may or may not be used in the

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evaluation of the contractors performance.

List one reference per form. (Form may be duplicated)

NOTE: If you performed any contracts for UNICOR, list them first.

Reference #1:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

Description of supply or service provided:

L.4 RESPONSIBLE PROSPECTIVE CONTRACTORS

Supplement: LCL APPR

Per FAR subpart 9.1, the following data is required from prospective contractors to determine financial responsibility.

Name of Bank/Financial Institution:

Address:

Telephone Number:

Point of Contact:

L.5 52.204-6 Data Universal Numbering System (DUNS) Number. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offerors name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

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(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.6 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, by obtaining written and dated acknowledgment of receipt from 320 First Street NW, 400 building, Washington, DC 20534.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 Descriptive Literature:

OFFERORS ARE REQUIRED TO PROVIDE MSDS SHEETS WITH THEIR PROPOSALS FOR THE PRODUCT THAT THEY ARE OFFERING.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.232-15 Progress Payments Not Included. (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

M.2 ALL OR NONE REQUIREMENT

This is an "all or none" requirement. Offerors must provide pricing on all items listed in Section B of the solicitation document to be considered for award. Offers will be evaluated by adding the total extended price of all line items together.

M.4 EVALUATION OF PAST PERFORMANCE

In accordance with FAR 15.305(a)(2), the Contracting Officer will evaluate factors for award of the offeror's record of past performance, adherence to contract schedules, cooperative behavior and commitment to customer satisfaction, evaluation factors based on detailed information received from the Business Questionnaire in Section L, and information received from past contracts and any additional data obtained by the Government, i.e., current contracts.

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Offeror has the opportunity to submit, in their proposal, any problems and resolutions to those problems that Offeror has had with past customers. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

M.5 BASIS FOR AWARD

The Contracting Officer will make award to the offeror whose proposal represents the best overall expected value and that is considered most advantageous to its interests based on the criteria specified in this solicitation. The Contracting Officer will develop a level of confidence assessment rating for each offeror. This rating will be used to adjust the Government's evaluation of the offeror's proposal, and may highly influence the determination of which offeror represents the best overall expected value. If an offeror, or the proposed offeror do not have any past performance history relating to this solicitation, neither a favorable or unfavorable evaluation will be given. In determining which offeror represents the best overall value, the Contracting Officer will consider the following factors:

A. Specification (ability to provide descriptive literature sheets that meet specification). The offeror's reputation for compliance or non-compliance with adequate specifications requirements and Statement of Work. The quality of supplies delivered and services rendered. The offeror's financial capability to acquire material, equipment and personnel to perform and complete this requirement.

B. Past Performance. The offeror's records of past performance, and to what extent the performance has been satisfactory. The Offeror's cooperative behavior and commitment to customer satisfaction with the Government, public and private agencies. The timeliness of performance taking into account excusable delays. With past performance being the most important factor in the level of confidence assessment rating.

C. Price

Those subfactors, as set forth in "Evaluation Criteria", upon which a comparative ranking of proposals will be based in accordance with relative order of importance accorded each factor:

Poor	Unfavorable
Marginal	More unfavorable than favorable
Good	More favorable than unfavorable
Excellent	Entirely favorable

Firms lacking relevant past performance history: neither a favorable or unfavorable evaluation

All offerors must complete the following information to be considered for award:

CCR Registration

ACH Form

Section B#Provide pricing for all line items

Section K#(OCRA) On Line Representations and Certifications

Section L # Business Management Questionnaire

Provide DESCRIPTIVE LITERATURE sheets for proposed product

M.6 EVALUATION CRITERIA

The evaluation criteria and sub factors are listed above and address the completeness of requirement and will be evaluated in the order of their relative importance. Note: Factors other than price or cost, when combined, are

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significantly more important than price or cost.

Specification, Past Performance, and Price:

Offerors are advised that the Government intends to evaluate proposals and award without discussions. Therefore, the initial proposal should contain the offerors best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

Tradeoff Process: It may be in the government best interest to consider award to other than the lowest priced offeror or other than the highest technical rated offeror. This process may include tradeoffs among cost/price and non cost factors and allows the Government to accept other than the lowest prices proposal if the perceived benefits of the higher priced proposal are determined to merit the additional cost.